

SALE OF  
STOCK  
OF  
THE BISHOP  
GROUP LTD  
  
VOLUME 1 &  
VOLUME 2



ENB 00559

INDEX

ENB 00560

**THE BISHOP GROUP, LTD.  
8325 LENEXA DRIVE  
LENEXA, KS 66214**

November 7, 1999

K-Pipe Merger Corporation  
c/o LeBoeuf, Lamb, Greene & Macrae, L.L.P.  
125 West 55th Street  
New York, NY

Re: Additional Documents delivered at Closing on November 8, 1999

Dear Sirs:

Attached are the following documents being delivered to you pursuant to and in connection with the Stock Purchase Agreement between K-Pipe Merger Corporation and Dennis M. Langley dated October 25, 1999:

1. The Bishop Group, Ltd. Board of Directors and Stockholders minutes approving the Stock Purchase Agreement.
2. The Bishop Group, Ltd. Board of Directors and Stockholders minutes approving the termination of Voting Trust Agreement.
3. The Bishop Group, Ltd. Board of Directors and Stockholders minutes approving the Stock Redemption.
4. Bishop Gas Transmission Company Board of Directors and Stockholders minutes approving the transfer of Property, the Consulting Agreement, Aircraft Agreements and Development Agreement.
5. Bishop Pipeline Company Board of Directors and Stockholders minutes approving the transfer of Property, the Consulting Agreement, Development Agreements and Aircraft Agreements.
6. Kansas Pipeline Company minutes consenting to the Consulting Agreement and Aircraft Agreements.
7. Kansas Pipeline Company minutes consenting to the transfer of Property.
8. Management Resources Group, LLC minutes consenting to the Development Agreement, Consulting Agreement and Assignment of Contract.
9. Synergy Pipeline Company, L.P. minutes consenting to the transfer of Property, the Consulting Agreement, Development Agreement and Aircraft Agreements.

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ENB 00561

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10. Bishop Management, Inc. minutes of the Shareholders and Board of Directors approving the transfer of Property and Assignment of the KN Energy Project Development Agreement.
11. MarGasCo minutes authorizing transfer of Property and approving the Development Agreement.
12. Stock Redemption Agreement.
13. Transfer of the 2,000 shares of E & C Group, Inc. from The Bishop Group, Ltd.
14. Evidence of the 260 shares of The Bishop Corporation from E&C Group, Inc.
15. Assignment of the New Mexico Easement with the Pueblo of Isleta from The Bishop Group, Ltd. to a designated entity.
16. Transfer of the interest in the Cessna 421 plane from The Bishop Group, Ltd. to a designated entity.
17. Quit-Claim Deed for Johnson County, KS real property.
18. Quit-Claim Deed for Reno County, KS real property.
19. Certificates of Membership Interest for KP Operating Company, LLC.
20. Assignment of Interest in KP Operating Company, LLC.
21. Certificates of Membership Interest for Bishop Rink Holdings, LLC.
22. Assignment of Interest in Bishop Rink Holdings, LLC.
23. Assignment of Promissory Note from The Bishop Group, Ltd. to Dennis Langley.
24. Transfer and Conveyance Agreement for personal property.
25. Assignment of Contract of MRG, Ltd n/k/a Bishop Management, Inc. and MRG, LLC
26. Voting Trust Agreement Termination, canceled Voting Trust stock certificates and new certificates to Dennis Langley.
27. Project Development and MRG Interests Agreement.
28. MarGasCo Project Development Agreement.
29. KPC Guaranty of PDA.
30. Consulting Agreement.
31. MRG Letter re: Ordinary Income Treatment.
32. K-Pipe Side Letter.
33. KPC Letter to MRG and MGC re: Tie-In.
34. Stock Purchase Agreement and Schedules and Exhibits.
35. KPC Guaranty of K-Pipe.
36. Option Agreement.

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37. Canceled Stock Certificate of The Bishop Group, Ltd. issued to the Voting Trust.
38. Amendment to change name of The Bishop Group, Ltd. to K-Pipe Group, Inc.
39. OCI Amendment.
40. Termination of Employment Contracts.
41. Termination of Consulting Agreements.
42. Resignations of all officers and directors.
43. Bishop Gas Transmission Company Stock Certificate number 2 issued to Bishop Pipeline Company.
44. Bishop Pipeline Company Stock Certificate number 1 issued to The Bishop Group, Ltd.
45. Bishop Management, Inc. f/k/a Management Resources Group, Ltd. Stock Certificate number 3 issued to The Bishop Group, Ltd.
46. *management Agreements dated November 5, 1999 between Flight Options, Inc. and Kansas Pipeline Company K. Hawken 800 and Beech 400A*  
Please acknowledge receipt of the attached documents by executing where indicated at the bottom of this letter.

Sincerely,

The Bishop Group, Ltd.

By: *Yvette C. Korb*  
Yvette C. Korb, Vice President

I hereby acknowledge receipt of the documents referenced above this 8<sup>th</sup> day of November, 1999.

K-Pipe Merger Corporation

By: *Larry J. Austin*  
Name: *Larry J. Austin*  
Title: *President*

47. *Seller's closing deliveries on Nov. 8, 1999*
48. *Buyer's closing deliveries on Nov. 8, 1999*

ENB 00564

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE STOCKHOLDERS AND BOARD OF DIRECTORS  
OF THE BISHOP GROUP, LTD.**

The undersigned, representing all of the Stockholders and Directors of The Bishop Group, Ltd. (the "Corporation"), pursuant to K.S.A. 17-6301(f) (Directors) and K.S.A. 17-6518 (Stockholders) consent to these minutes of a special meeting of the Stockholders and Directors of the Corporation, the same as though such meeting was held at the principal offices of the Corporation on October 24, 1999, at 10:00 a.m. and hereby waive all notice of such meeting as may be required by statute or the Bylaws.

The Director of the Corporation are Dennis M. Langley and Yvette C. Korb.

The sole voting Stockholder of the Corporation is Dennis M. Langley.

For the purpose of this meeting, Dennis M. Langley, the President of the Corporation, is acting as Chairman, and Yvette C. Korb, Secretary of the Corporation, is acting as Secretary of the meeting.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

WHEREAS, Dennis M. Langley, the sole stockholder of the Corporation ("Langley"), has entered into a Stock Purchase Agreement with K-Pipe Merger Corporation (the "Agreement") in connection with the sale of all of the issued and outstanding stock of the Corporation held by Langley;

NOW THEREFORE, be it and it is hereby resolved by this Board of Directors and Stockholders of the Corporation, as follows:

RESOLVED, the Corporation hereby authorizes and ratifies the Corporation and/or all of its subsidiaries, as required, to execute on behalf of itself or its subsidiaries or consent to the terms of the Agreement, the exhibits and related documents and/or any and all other documents, notes, conveyances, waivers, instruments and/or the like necessary and/or helpful (as determined in the sole discretion of such officer) in furtherance thereof, in the forms heretofore presented to the Board of Directors and Stockholders or with such changes, amendments, additions, deletions and supplements to such forms, or any of them, as the officer executing the same may in his sole discretion


approve, and such other instruments, agreements, certificates and documents as said entities may request or require for the purpose of consummating the transactions contemplated by the Agreement, including but not limited to the Agreement.

**FURTHER RESOLVED**, that the Officers of the Corporation are hereby authorized to execute all documents and carry out all acts necessary to carry out the terms and provisions of the Agreement, and to take all actions necessary on behalf of the Corporation or its subsidiaries, or as may be required in the Agreement or the Schedules thereto and all related documents.

**FURTHER RESOLVED**, that all transactions contemplated by the Agreement, the Schedules thereto and other related documents on the part of the Corporation or its subsidiaries or affiliates, be, and they hereby are, authorized.

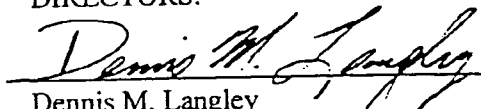
**FURTHER RESOLVED**, that the Officers be, and each of them hereby is, authorized and directed to execute on behalf of Corporation, Bishop Pipeline Company, Bishop Gas Transmission Company, Synergy Pipeline Company, L.P., Kansas Pipeline Company, Mid-Kansas Partnership, MarGasCo Partnership, Kansas Pipeline Partnership, Riverside Pipeline Company, L.P. and KansOk Partnership, any and all certificates, guaranties, partnership authorizations, notices, filings and approvals as such Officers deem appropriate, in their sole discretion, to carry out the transactions contemplated by these Resolutions, the Agreement or Schedules thereto and all related documents.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24<sup>th</sup> day of October, 1999.

  
Dennis M. Langley, Chairman

Attest:   
Yvette C. Korb, Secretary

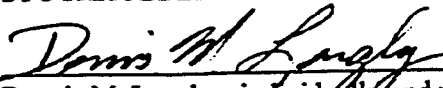
DIRECTORS:

  
Dennis M. Langley



  
\_\_\_\_\_  
Yvette C. Korb

STOCKHOLDER:

  
\_\_\_\_\_  
Dennis M. Langley, individually and voting trustee  
for Dennis M. Langley's 161,733.2625 Class A  
Shares

ENB 00568

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE STOCKHOLDERS AND BOARD OF DIRECTORS  
OF THE BISHOP GROUP, LTD.**

The undersigned, representing all of the Stockholders and Directors of The Bishop Group, Ltd. (the "Corporation"), pursuant to K.S.A. 17-6301(f) (Directors) and K.S.A. 17-6518 (Stockholders), consent to these minutes of a special meeting of the Stockholders and Directors of the Corporation, the same as though such meeting was held at the principal offices of the Corporation on October 24, 1999, at 11:00 a.m. and hereby waive all notice of such meeting as may be required by statute or the Bylaws.

The Directors of the Corporation are Dennis M. Langley and Yvette C. Korb.

The sole voting Stockholder of the Corporation is Dennis M. Langley.

For the purpose of this meeting, Dennis M. Langley, the President of the Corporation, is acting as Chairman, and Yvette C. Korb, Secretary of the Corporation, is acting as Secretary of the meeting.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:


**WHEREAS**, the Stockholders of the Corporation entered into an Irrevocable Voting Trust Agreement dated December 2, 1986, as amended;

**WHEREAS**, the Corporation is not a party to the Voting Trust Agreement but has agreed to honor the terms and provisions of the Voting Trust Agreement;

**RESOLVED**, that Dennis M. Langley, the sole stockholder desires to terminate the Voting Trust Agreement effective as of November 5, 1999.

**FURTHER RESOLVED**, that the Officers of the Corporation are hereby authorized to cancel all the issued and outstanding Voting Trust Certificates and to issue shares of Class A Common Stock of the Corporation to Dennis M. Langley equal in shares to those shares canceled as to the Voting Trust Certificates, and to take all actions and execute all documents necessary to implement the termination of the Voting Trust Agreement.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24<sup>th</sup> day of October, 1999.

  
Dennis M. Langley, Chairman

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary

DIRECTORS:

Dennis M. Langley  
Dennis M. Langley  
Yvette C. Korb  
Yvette C. Korb

STOCKHOLDER:

Dennis M. Langley  
Dennis M. Langley, individually and voting trustee  
for Dennis M. Langley's 161,733.2625 Class A  
Shares

ENB 00571

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE STOCKHOLDERS AND BOARD OF DIRECTORS  
OF THE BISHOP GROUP, LTD.**

The undersigned, representing all of the Stockholders and Directors of The Bishop Group, Ltd. (the "Corporation"), pursuant to K.S.A. 17-6301(f) (Directors) and K.S.A. 17-6518 (Stockholders) consent to these minutes of a special meeting of the Stockholders and Directors of the Corporation, the same as though such meeting was held at the principal offices of the Corporation on October 24, 1999, at 11:30 a.m. and hereby waive all notice of such meeting as may be required by statute or the Bylaws.

The Directors of the Corporation are Dennis M. Langley and Yvette C. Korb.

The sole voting Stockholder of the Corporation is Dennis M. Langley.

For the purpose of this meeting, Dennis M. Langley, the President of the Corporation, is acting as Chairman, and Yvette C. Korb, Secretary of the Corporation, is acting as Secretary of the meeting.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

**WHEREAS**, the Corporation entered into a Stock Redemption Agreement of even date herewith with Dennis M. Langley;

**WHEREAS**, the Corporation desires to redeem 13,005.2625 shares of Class A Common Stock of the Corporation held by Dennis M. Langley (the "Shares") in exchange for certain property and cash;

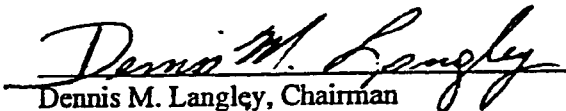
**RESOLVED**, that the Corporation redeem the Shares in exchange for the cash and property listed on Exhibit A hereto (the "Property") and that the Property be distributed to Dennis M. Langley or his designee as consideration for the Stock Redemption Agreement;

**FURTHER RESOLVED**, that the officers of the Corporation are hereby authorized to execute the Stock Redemption Agreement and execute and deliver any and all documents to carry out all acts necessary to implement the Stock Redemption Agreement, the redemption of the Shares, the distribution of the Property, and to take all actions necessary on behalf of the Corporation or its subsidiaries in furtherance thereof;

**FURTHER RESOLVED**, that the Corporation, as the ultimate parent of Bishop Pipeline Company, Bishop Gas Transmission Company, Mid-Kansas Partnership, Bishop Management, Inc., f/k/a Management Resources Group, Ltd., Kansas Pipeline Partnership, KansOk Partnership, Riverside Pipeline Company, L.P., Kansas Pipeline Company, MarGasCo

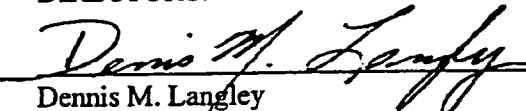

Partnership and Synergy Pipeline Company, L.P. hereby authorizes the distribution of Property from each of said corporations or partnerships to Dennis M. Langley even though the title transfer or conveyance documents may be to his designee or assignee.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24 day of October, 1999.

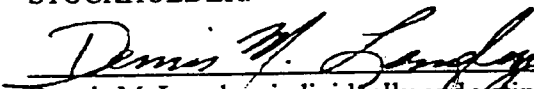
  
Dennis M. Langley, Chairman

Attest:   
Yvette C. Korb, Secretary

DIRECTORS:

  
Dennis M. Langley  
  
Yvette C. Korb

STOCKHOLDER:

  
Dennis M. Langley, individually and voting trustee  
for Dennis M. Langley's 161,733.2625 Class A  
Common Shares

## EXHIBIT A

Asset	VIN	Fair Market Value
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

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Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln Arc Welder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
<b>TOTAL</b>		<b>\$10,313,952</b>

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4

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS AND STOCKHOLDERS  
OF BISHOP GAS TRANSMISSION COMPANY**

The undersigned, representing all of the Stockholders and the Directors of Bishop Gas Transmission Company (the "Corporation"), pursuant to K.S.A. 17-6301(f) (Directors) and K.S.A. 17-6518 (Stockholders) consents to these minutes of a special meeting of the Stockholders and Directors of the Corporation, the same as though such meeting was held at the principal offices of the Corporation on October 24, 1999, at 11:00 a.m. and hereby waives all notice of such meeting as may be required by statute or the Bylaws.

The Director of the Corporation is Dennis M. Langley.

The sole voting Stockholder of the Corporation is The Bishop Group, Ltd.

For the purpose of this meeting, Dennis M. Langley, the President of the Corporation, is acting as Chairman, and Yvette C. Korb, Secretary of the Corporation, is acting as Secretary of the meeting.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

**WHEREAS**, The Bishop Group, Ltd. ("BGL") is redeeming a portion of the issued and outstanding shares of its sole stockholder (Dennis M. Langley) in exchange for certain property and cash ("Property");

**WHEREAS**, certain of the Property to be used in the redemption is currently titled in the name of the Corporation or in the name of certain Affiliates, including Synergy Pipeline Company, L.P. ("Synergy"), Kansas Pipeline Company ("KPC"), MarGasCo Partnership ("MGC"), Mid-Kansas Partnership ("Mid-Kansas"), Riverside Pipeline Company, L.P. ("Riverside"), Kansas Pipeline Partnership ("KPP") and KansOk Partnership ("KOP");

**WHEREAS**, the Corporation is a limited partner of Synergy and Synergy is the general or limited partner of the Affiliates; and

**WHEREAS**, the Property must be transferred and conveyed ultimately to BGL for distribution to its sole stockholder or his designee;

**RESOLVED**, that the Officers of the Corporation are hereby authorized to execute all documents and to carry out all acts necessary to transfer or convey the Property listed on the attached Exhibit A which is currently owned or titled in the name of the Corporation or

Affiliates to effectuate the transfer of the Property ultimately to the sole stockholder, Dennis M. Langley.

**RESOLVED**, that the Consulting Agreement between KPC and Management Resources Group, LLC ("MRG") dated October 24, 1999 ("Consulting Agreement"), be, and the same hereby is, in all respects approved and KPC is hereby authorized to enter into and perform its obligations under the Consulting Agreement;

**FURTHER RESOLVED**, that the Purchase Agreement, Management Agreement, Master Interchange Agreements and Consulting Agreements between KPC and Flight Options, Inc., dated November 5, 1999, ("Aircraft Agreements"), whereby KPC is purchasing an 18.75% interest in a Beechjet 400 and a 6.25% interest in a Hawker 800 airplane, be, and the same are hereby, in all respects, approved and KPC is hereby authorized to enter into and perform its obligations under the Aircraft Agreements;

**FURTHER RESOLVED**, that the Project Development Agreement between MGC and Management Resources Group, LLC dated October 24, 1999 ("Development Agreement"), be, and the same hereby is, in all respects approved, ratified and confirmed;

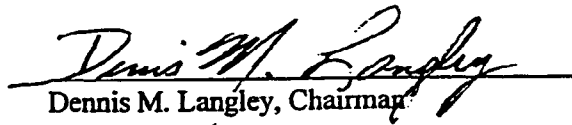
**FURTHER RESOLVED**, that the Project Development and MRG Interests Agreement between Management Resources Group, LLC ("MRG") and KPC dated October 24, 1999 ("Project Development Agreement") be, and the same hereby is, in all respects, approved, ratified and confirmed;

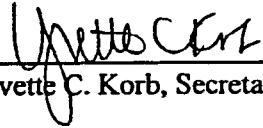
**FURTHER RESOLVED**, that the Option Agreement between KPC, MRG and MGC dated October 24, 1999 ("Option Agreement"), be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Officers of MGC and KPC be, and they hereby are authorized and empowered to execute and deliver the Consulting Agreement, the Development Agreement, the Aircraft Agreements, the Project Development Agreement and the Option Agreement in the forms presented to the Partners of MGC and KPC with such completions, changes, additions and deletions as the Officers shall approve, such approval being conclusively evidenced by his signature thereto;

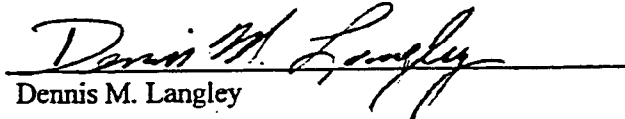
**FURTHER RESOLVED**, that the Officers of MGC and KPC be, and they hereby are, authorized and empowered in the name of and on behalf of MGC and KPC to execute and deliver such further agreements, guaranties, certificates and documents and to take or cause to be taken such action, and to do and perform all such other acts and things as they, in their sole discretion, consider necessary, advisable or appropriate to carry out MGC's and KPC's obligations under the Consulting Agreement, the Development Agreement, the Aircraft Agreements, the Project Development Agreement and the Option Agreement.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24<sup>th</sup> day of October, 1999.

  
Dennis M. Langley, Chairman

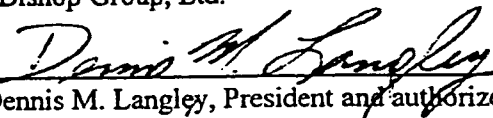
Attest:   
Yvette C. Korb, Secretary

DIRECTOR:

  
Dennis M. Langley

STOCKHOLDERS:

The Bishop Group, Ltd.

By:   
Dennis M. Langley, President and authorized  
voting representative

## EXHIBIT A

Asset	VIN	Fair Market Value
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

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ENB 00580

EM001-007060

Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln ArcWelder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
<b>TOTAL</b>		<b>\$10,313,952</b>

KC01DOCS/456007.01

ENB 00581

EM001-007061

ENB 00582



**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS AND STOCKHOLDERS  
OF BISHOP PIPELINE COMPANY**

The undersigned, representing all of the Directors and Stockholders of Bishop Pipeline Company (the "Corporation"), pursuant to K.S.A. 17-6301(f) (Directors) and K.S.A. 17-6518 (Stockholders) consent to these minutes of a special meeting of the Directors and Stockholders of the Corporation, the same as though such meeting was held at the principal offices of the Corporation on October 24, 1999, at 9:30 a.m. and hereby waives all notice of such meeting as may be required by statute or the Bylaws.

The Director of the Corporation is Dennis M. Langley.

The sole voting Stockholder of the Corporation is The Bishop Group, Ltd.

For the purpose of this meeting, Dennis M. Langley, the President of the Corporation, is acting as Chairman, and Yvette C. Korb, Secretary of the Corporation, is acting as Secretary of the meeting.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

**WHEREAS**, The Bishop Group, Ltd. ("BGL") is redeeming a portion of the issued and outstanding shares of its sole stockholder in exchange for certain property and cash ("Property");

**WHEREAS**, certain of the Property to be used in the redemption is currently titled in the name of the Corporation or in the name of certain Affiliates, including Syenergy Pipeline Company, L.P. ("Syenergy") Kansas Pipeline Company ("KPC"), MarGasCo Partnership ("MGC"), Mid-Kansas Partnership ("Mid-Kansas"), Riverside Pipeline Company, L.P. ("Riverside"), Kansas Pipeline Partnership ("KPP") and KansOk Partnership ("KOP");

**WHEREAS**, the Corporation is the general and limited partner of Syenergy, and Syenergy is the general or limited partner of the Affiliates; and

**WHEREAS**, the Property must be transferred and conveyed by the Corporation and its Affiliates ultimately to BGL for distribution to its sole stockholder or his designee;

**RESOLVED**, that the Officers of the Corporation are hereby authorized to execute all documents and to carry out all acts necessary to transfer or convey the property and assets listed on the attached Exhibit A which is currently owned or titled in the name of the

Corporation and the Affiliates to effectuate the transfer of the Property ultimately to the sole Stockholder of BGL, Dennis M. Langley.

**FURTHER RESOLVED**, that the Consulting Agreement between KPC and Management Resources Group, LLC dated October 24, 1999 (the "Consulting Agreement"), be, and the same hereby is, in all respects approved and KPC is hereby authorized to enter into and perform its obligations under the Consulting Agreement;

**FURTHER RESOLVED**, that the Purchase Agreement, Management Agreements, Master Interchange Agreements and Owners Agreements between KPC and Flight Options, Inc. dated November 5, 1999 ("Aircraft Agreements"), whereby KPC is purchasing a 18.75% interest in a Beechjet 400 and a 6.25% interest in a Hawker 800 airplane, be, and the same are hereby, in all respects, approved and KPC is hereby authorized to enter into and perform its obligations under the Aircraft Agreements.

**FURTHER RESOLVED**, that the Project Development Agreement between MarGasCo Partnership and Management Resources Group, LLC dated October 24, 1999 ("Development Agreement") be, and the same hereby is, in all respects approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Project Development and MRG Interests Agreement between Management Resources Group, LLC ("MRG") and KPC dated October 24, 1999 ("Project Development Agreement") be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Option Agreement between KPC, MRG and MGC dated October 24, 1999 ("Option Agreement"), be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Officers of MGC and KPC be, and they hereby are authorized and empowered to execute and deliver the Consulting Agreement, the Development Agreement, the Aircraft Agreements, the Project Development Agreement and the Option Agreement in the forms presented to the Partners of MGC and KPC with such completions, changes, additions and deletions as the Officers shall approve, such approval being conclusively evidenced by his signature thereto;

**FURTHER RESOLVED**, that the Officers of MGC and KPC be, and they hereby are, authorized and empowered in the name of and on behalf of MGC and KPC to execute and deliver such further agreements, guaranties, certificates and documents and to take or cause to be taken such action, and to do and perform all such other acts and things as they, in their sole discretion, consider necessary, advisable or appropriate to carry out MGC's and KPC's obligations under the Consulting Agreement, the Development Agreement, the Aircraft Agreements, the Project Development Agreement and the Option Agreement.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24<sup>th</sup> day of October, 1999.

Dennis M. Langley  
Dennis M. Langley, Chairman

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary

DIRECTOR:

Dennis M. Langley  
Dennis M. Langley

STOCKHOLDER:

The Bishop Group, Ltd.

By: Dennis M. Langley  
Dennis M. Langley, President, and authorized  
voting representative

## EXHIBIT A

Asset	VIN	Fair Market Value
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

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EM001-007066

Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln ArcWelder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
TOTAL		\$10,313,952

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ENB 00587

EM001-007067

ENB 00588

6

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE PARTNERS  
OF KANSAS PIPELINE COMPANY**

The undersigned, representing all of the Partners of Kansas Pipeline Company, a general partnership ("KPC"), consent to these minutes of a special meeting of the Partners of KPC, the same as though such meeting was held at the principal offices of KPC on October 24, 1999, at 9:30 a.m. and hereby waive all notice of such meeting as may be required by statute or the Partnership Agreement.

The Partners of KPC are Bishop Pipeline Company ("Corporation"), a Kansas corporation, and Syenergy Pipeline Company, L.P., a Kansas limited partnership ("Syenergy").

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

**RESOLVED**, that the Consulting Agreement between KPC and Management Resources Group, LLC dated October 24, 1999 ("Consulting Agreement"), be, and the same hereby is, in all respects approved and KPC is hereby authorized to enter into and perform its obligations under the Consulting Agreement;

**FURTHER RESOLVED**, that the Purchase Agreement, Management Agreements, Master Interchange Agreements and Owners Agreements between KPC and Flight Options, Inc. dated November 5, 1999 ("Aircraft Agreements"), whereby KPC is purchasing a 18.75% interest in a Beechjet 400 and a 6.25% interest in a Hawker 800 airplane, be, and the same are hereby, in all respects, approved and KPC is hereby authorized to enter into and perform its obligations under the Aircraft Agreements.

**FURTHER RESOLVED**, that the Project Development and MRG Interests Agreement between Management Resources Group, LLC ("MRG") and KPC dated October 24, 1999 ("Project Development Agreement") be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Option Agreement between KPC, MRG and MGC dated October 24, 1999 ("Option Agreement"), be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Officers of KPC be, and they hereby are authorized and empowered to execute and deliver the Consulting Agreement, the Aircraft Agreements, the Project Development Agreement and the Option Agreement in the forms presented to the Partners of KPC with such completions, changes, additions and deletions as the Officers shall approve, such approval being conclusively evidenced by his signature thereto;

**FURTHER RESOLVED**, that the Officers of KPC be, and they hereby are, authorized and empowered in the name of and on behalf of KPC to execute and deliver such further agreements, guaranties, certificates and documents and to take or cause to be taken such action, and to do and perform all such other acts and things as they, in their sole discretion, consider necessary, advisable or appropriate to carry out KPC's obligations under the Consulting Agreement, the Aircraft Agreements, the Project Development Agreement and the Option Agreement.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24 day of October 1999.

Partners of Kansas Pipeline Company:

By: Synergy Pipeline Company, L.P.

By: Bishop Pipeline Company

By: Dennis M. Langley  
Dennis M. Langley, President

Bishop Pipeline Company

By: Dennis M. Langley  
Dennis M. Langley, President

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary



ENB 00591

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE PARTNERS  
OF KANSAS PIPELINE COMPANY**

The undersigned, representing all of the Partners of Kansas Pipeline Company, a general partnership ("KPC"), consent to these minutes of a special meeting of the Partners of KPC, the same as though such meeting was held at the principal offices of KPC on October 4, 1999, at 10:30 a.m. and hereby waive all notice of such meeting as may be required by statute or the Partnership Agreement.

The Partners of KPC are Bishop Pipeline Company ("Corporation"), a Kansas corporation, and Synergy Pipeline Company, L.P., a Kansas limited partnership ("Synergy").

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

WHEREAS, The Bishop Group, Ltd. ("BGL") is redeeming a portion of the issued and outstanding shares of its sole stockholder, Dennis M. Langley, in exchange for certain property and cash ("Property");

WHEREAS, certain of the Property to be used in the redemption is currently titled in the name of KPC or the Corporation; and

WHEREAS, the Property is to be transferred and conveyed by KPC and Corporation or Synergy to BGL ultimately for distribution to its sole stockholder or his designee;

RESOLVED, that the Officers of KPC are hereby authorized to execute all documents and to carry out all acts necessary to transfer or convey the Property listed on the attached Exhibit A which is currently owned or titled in the name of KPC to effectuate the transfer of the Property by KPC to Corporation or Synergy and ultimately to BGL's sole stockholder, Dennis M. Langley.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24 day of October, 1999.

Partners of Kansas Pipeline Company:

By: Synergy Pipeline Company, L.P.

By: Bishop Pipeline Company

By: Dennis M. Langley  
Dennis M. Langley, President

Bishop Pipeline Company

By: Dennis M. Langley  
Dennis M. Langley, President

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary

## EXHIBIT A

Asset	VIN	Fair Market Value
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

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ENB 00594

EM001-007074

Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln ArcWelder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
<b>TOTAL</b>		<b>\$10,313,952</b>

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ENB 00595

ENB 00596

8

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE MEMBERS  
OF  
MANAGEMENT RESOURCES GROUP, LLC**

The undersigned, being all the Members of Management Resources Group, LLC, a Kansas limited liability company ("MRG"), hereby consents to these minutes of a special meeting of the Members of MRG, the same as though such meeting was held at the principal offices of the Corporation on October 24, 1999, at 8:00 a.m. and hereby waives all notice of such meeting as may be required by statute or the Operating Agreement.

The Members of MRG are Dennis M. Langley and The Langley Group, Ltd.

For the purpose of this meeting, Dennis M. Langley, the President of MRG, is acting as Chairman and Yvette C. Korb, Secretary of MRG, is acting as Secretary of the meeting.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

**RESOLVED**, that the Consulting Agreement between KPC and MRG dated October 24, 1999 ("Consulting Agreement"), be, and the same hereby is, in all respects approved by and MRG is hereby authorized to enter into and perform its obligations under the Consulting Agreement;

**FURTHER RESOLVED**, that the Assignment of Contract, dated October 24, 1999, between MRG and Management Resources Group, Ltd. now known as Bishop Management, Inc. ("Assignment"), whereby MRG takes assignment of that certain Project Development Agreement, dated November 27, 1996, between KN Energy, Inc. and Management Resources Group, Ltd., be, and the same hereby is, in all respects approved and MRG is hereby authorized to enter into and perform its obligations under the Assignment;

**FURTHER RESOLVED**, that the Project Development Agreement between MRG and MarGasCo Partnership dated October 24, 1999 ("Development Agreement") be, and the same hereby is in all respects approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Project Development and MRG Interests Agreement between Management Resources Group, LLC ("MRG") and KPC dated October 24, 1999 ("Project Development Agreement") be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Option Agreement between KPC, MRG and MGC dated October 24, 1999 ("Option Agreement"), be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Officers of MRG be, and they hereby are authorized and empowered to execute and deliver the Consulting Agreement, the Assignment, the Development Agreement, the Project Development Agreement and the Option Agreement in the forms presented to the Members with such completions, changes, additions and deletions as the Officers shall approve, such approval being conclusively evidenced by his signature thereto;

**FURTHER RESOLVED**, that the Officers of MRG be, and they hereby are, authorized and empowered in the name of and on behalf of MRG to execute and deliver such further agreements, guaranties, certificates and documents and to take or cause to be taken such action, and to do and perform all such other acts and things as they, in their sole discretion, consider necessary, advisable or appropriate to carry out MRG's obligations under the Consulting Agreement, the Assignment, the Development Agreement, the Project Development Agreement and the Option Agreement.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24<sup>th</sup> day of October, 1999.

Members:

Dennis M. Langley  
Dennis M. Langley

The Langley Group, Ltd.

By: Dennis M. Langley  
Dennis M. Langley, President

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary



ENB 00599

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE PARTNERS  
OF  
SYENERGY PIPELINE COMPANY, L.P.**

The undersigned, representing all of the Partners of Synergy Pipeline Company, L.P., a Kansas limited partnership ("Synergy"), consent to these minutes of a special meeting of the Partners of Synergy, the same as though such meeting was held at the principal offices of Synergy on October 24, 1999, at 1:30 a.m. and hereby waive all notice of such meeting as may be required by statute or the Limited Partnership Agreement.

The Partners of Synergy are Bishop Pipeline Company, a Kansas corporation ("BPC") as general partner and BPC and Bishop Gas Transmission Company, a Kansas corporation ("BGT") as limited partners.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

WHEREAS, The Bishop Group, Ltd. ("BGL") is redeeming a portion of the issued and outstanding shares of its sole stockholder in exchange for certain property and cash ("Property");

WHEREAS, certain of the Property to be used in the redemptions is currently titled in the name of Synergy or in the name of certain Affiliates, including Kansas Pipeline Company ("KPC"), MarGasCo Partnership ("MGC"), Mid-Kansas Partnership ("Mid-Kansas"), Riverside Pipeline Company, L.P. ("Riverside"), Kansas Pipeline Partnership ("KPP"), and KansOk Partnership ("KOP");

WHEREAS, the Property must be transferred and conveyed by Synergy or the Affiliates to BGL for distribution to its sole stockholder, Dennis M. Langley;

WHEREAS, Synergy is the general partner or limited partner of the Affiliates;

RESOLVED, that the Officers of Synergy are hereby authorized to execute all documents and to carry out all acts necessary to transfer or convey the property and assets listed on the attached Exhibit A which is currently owned or titled in the name of Synergy and the Affiliates to effectuate the transfer of the Property to BGL's sole stockholder, Dennis M. Langley.

RESOLVED, that the Consulting Agreement between KPC and Management Resources Group, LLC ("MRG") dated October 24, 1999 ("Consulting Agreement"), be, and the same hereby is, in all respects approved and KPC is hereby authorized to enter into and perform its obligations under the Consulting Agreement;

**FURTHER RESOLVED**, that the Purchase Agreement, Management Agreements, Master Interchange Agreements and Owners Agreements between KPC and Flight Options, Inc. dated November 5, 1999 ("Aircraft Agreements"), whereby KPC is purchasing a 18.75% interest in a Beechjet 400 and a 6.25% interest in a Hawker 800 airplane, be, and the same are hereby, in all respects, approved and KPC is hereby authorized to enter into and perform its obligations under the Aircraft Agreements;

**FURTHER RESOLVED**, that the Project Development Agreement between MarGasCo Partnership and Management Resources Group, LLC dated October 24, 1999 ("Development Agreement") be, and the same hereby is, in all respects approved and KPC and MGC are hereby authorized to enter into and perform its obligations under the Development Agreement;

**FURTHER RESOLVED**, that the Project Development and MRG Interests Agreement between Management Resources Group, LLC ("MRG") and KPC dated October 24, 1999 ("Project Development Agreement") be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Option Agreement between KPC, MRG and MGC dated October 24, 1999 ("Option Agreement"), be, and the same hereby is, in all respects, approved, ratified and confirmed;

**FURTHER RESOLVED**, that the Officers of KPC and MGC be, and they hereby are authorized and empowered to execute and deliver the Consulting Agreement, the Aircraft Agreements, the Development Agreement, the Project Development Agreement and the Option Agreement in the forms presented to the Partners of Synergy with such completions, changes, additions and deletions as the Officers shall approve, such approval being conclusively evidenced by his signature thereto;

**FURTHER RESOLVED**, that the Officers of KPC and MGC be, and they hereby are, authorized and empowered in the name of and on behalf of KPC and MGC to execute and deliver such further agreements, guaranties, certificates and documents and to take or cause to be taken such action, and to do and perform all such other acts and things as they, in their sole discretion, consider necessary, advisable or appropriate to carry out Synergy's obligations under the Consulting Agreement, the Aircraft Agreements, the Development Agreement, the Project Development Agreement and the Option Agreement.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24<sup>th</sup> day of October, 1999.

Partners of Syenergy Pipeline Company, L.P.:

Bishop Pipeline Company, the General and Limited  
Partner of Syenergy

By: Dennis M. Langley  
Dennis M. Langley, President

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary

Bishop Gas Transmission Company, as Limited  
Partner of Syenergy

By: Dennis M. Langley  
Dennis M. Langley, President

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary

## EXHIBIT A

Asset	VIN	Fair Market Value
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

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Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln ArcWelder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
<b>TOTAL</b>		<b>\$10,313,952</b>

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ENB 00604

EM001-007084

10

ENB 00605

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE STOCKHOLDERS AND BOARD OF DIRECTORS  
OF BISHOP MANAGEMENT, INC.**

The undersigned, representing all of the Stockholders and Directors of Bishop Management, Inc., a Kansas corporation formerly known as Management Resources Group, Ltd. (the "Corporation"), pursuant to K.S.A. 17-6301(f) (Directors) and K.S.A. 17-6518 (Stockholders) consent to these minutes of a special meeting of the Stockholders and Directors of the Corporation, the same as though such meeting was held at the principal offices of the Corporation on October 24, 1999, at 8:45 a.m. and hereby waive all notice of such meeting as may be required by statute or the Bylaws.

The sole Director of the Corporation is Dennis M. Langley.

The sole voting Stockholder of the Corporation is The Bishop Group, Ltd.

For the purpose of this meeting, Dennis M. Langley, the President of the Corporation, is acting as Chairman, and Yvette C. Korb, Secretary of the Corporation, is acting as Secretary of the meeting.

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

**WHEREAS**, The Bishop Group, Ltd. ("BGL") is redeeming a portion of the issued and outstanding shares of its sole stockholder, Dennis M. Langley, in exchange for certain property and cash ("Property");

**WHEREAS**, certain of the Property to be used in the redemption is currently titled in the name of the Corporation; and

**WHEREAS**, the Property is to be transferred and conveyed by the Corporation to BGL ultimately for distribution to its sole stockholder or his designee;

**RESOLVED**, that the Officers of the Corporation are hereby authorized to execute all documents and to carry out all acts necessary to transfer or convey the Property listed on the attached Exhibit A which is currently owned or titled in the name of the Corporation to effectuate the transfer of the Property by the Corporation to BGL's sole stockholder, Dennis M. Langley.

October 24 **FURTHER RESOLVED**, that the Assignment of Contract, dated \_\_\_\_\_, 1999, between the Corporation and Management Resources Group, LLC, a Kansas limited liability company ("MRG"), whereby MRG takes assignment of that certain



Project Development Agreement, dated November 27, 1996, between KN Energy, Inc. and the Corporation, be, and the same hereby is, in all respects approved.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24 day of October, 1999.

DIRECTOR:

Dennis M. Langley  
Dennis M. Langley

STOCKHOLDER:

The Bishop Group, Ltd.

By: Dennis M. Langley  
Dennis M. Langley, President

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary

## EXHIBIT A

Asset	VIN	Fair Market Value
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

KC01DOCS/456007.01

ENB 00608

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Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln ArcWelder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
<b>TOTAL</b>		<b>\$10,313,952</b>

KC01DOCS/456007.01

ENB 00609

EM001-007089

( ENB 00610

**CONSENT MINUTES OF A SPECIAL MEETING  
OF THE PARTNERS  
OF MARGASCO PARTNERSHIP**

The undersigned, representing all of the Partners of MarGasCo Partnership, an Oklahoma general partnership ("MarGasCo"), consent to these minutes of a special meeting of the Partners of MarGasCo, the same as though such meeting was held at the principal offices of MarGasCo on October 24, 1999, at 9:15 a.m. and hereby waive all notice of such meeting as may be required by statute or the Partnership Agreement.

The Partners of MarGasCo are Bishop Pipeline Company, a Kansas corporation ("Corporation"), and Syenergy Pipeline Company, L.P., a Kansas limited partnership ("Syenergy").

Thereupon, the business of the meeting proceeded and the following actions and resolutions were adopted:

**WHEREAS**, The Bishop Group, Ltd. ("BGL") is redeeming a portion of the issued and outstanding shares of its sole stockholder, Dennis M. Langley, in exchange for certain property and cash ("Property");

**WHEREAS**, certain of the Property to be used in the redemption is currently titled in the name of MarGasCo or the Corporation or Syenergy; and

**WHEREAS**, the Property is to be transferred and conveyed by MarGasCo and Corporation or Syenergy to BGL ultimately for distribution to its sole stockholder or his designee;

**RESOLVED**, that the Officers of MarGasCo are hereby authorized to execute all documents and to carry out all acts necessary to transfer or convey the Property listed on the attached Exhibit A which is currently owned or titled in the name of MarGasCo to effectuate the transfer of the Property by MarGasCo to Corporation or Syenergy and ultimately to BGL's sole stockholder, Dennis M. Langley.

**RESOLVED**, that the Project Development Agreement between Management Resources Group, LLC and MarGasCo dated October 24, 1999 ("Development Agreement") be, and the same hereby is in all respects approved by and MRG is hereby authorized to enter into and perform its obligations under the Development Agreement.

**FURTHER RESOLVED**, that the Option Agreement between KPC, MRG and MGC dated October 24, 1999 ("Option Agreement"), be, and the same hereby is, in all respects, approved, ratified and confirmed;

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**FURTHER RESOLVED**, that the Officers of MarGasCo be, and they hereby are authorized and empowered to execute and deliver the Development Agreement and the Option Agreement in the forms presented to the Partners with such completions, changes, additions and deletions as the Officers shall approve, such approval being conclusively evidenced by his signature thereto;

**FURTHER RESOLVED**, that the Officers of MarGasCo be, and they hereby are, authorized and empowered in the name of and on behalf of MarGasCo to execute and deliver such further agreements, guaranties, certificates and documents and to take or cause to be taken such action, and to do and perform such other acts and things as they, in their sole discretion, consider necessary, advisable or appropriate to carry out MarGasCo's obligations under the Development Agreement and the Option Agreement.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned this 24<sup>th</sup> day of October, 1999.

Partners of MarGasCo Partnership:

By: Syenergy Pipeline Company, L.P.

By: Bishop Pipeline Company

By: Dennis M. Langley  
Dennis M. Langley, President

Bishop Pipeline Company

By: Dennis M. Langley  
Dennis M. Langley, President

Attest: Yvette C. Korb  
Yvette C. Korb, Secretary

## EXHIBIT A

Asset	VIN	Fair Market Value
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

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Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln ArcWelder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
TOTAL		\$10,313,952

KC01DOCS/456007.01

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07/25/00 12:08 FAX 913 599 5845

TINO M MONALDO CHARTERED

0003  
P.02/08JUL-25-2000 08:26  
JUL-19-2000 14:43

LEBOEUF LAMB SF

## AMENDMENT TO STOCK REDEMPTION AGREEMENT

THIS AMENDMENT (herein, the "Amendment") is entered into on this 1<sup>st</sup> day of June, 2000, by and between K-Pipe Group, Inc., d/b/a The Bishop Group, Inc., a Kansas corporation (the "Company") and Dennis M. Langley on behalf of himself as Voting Trustee of all of said shares pursuant to that Voting Trust Agreement dated June 2, 1986, as amended (the "Stockholder"). The capitalized terms used in this Amendment shall have the same meaning assigned to such term in the Agreement (defined below), unless otherwise indicated in this Amendment.

WHEREAS, the parties hereto entered into that certain Stock Redemption Agreement, dated October 24, 1999 (the "Agreement");

WHEREAS, the parties inadvertently and erroneously failed to list certain assets of the Company in Exhibit A to the Agreement when the parties then executed the Agreement; and

WHEREAS, the parties now desire to amend the original Exhibit A to the Agreement to include in such Exhibit A to the Agreement certain agreements described herein in which the Company currently has all right, title and interest by virtue of the consent of certain parties to this Amendment which transfers to the Company said right, title and interest in said agreements to the Company and to transfer all of the Company's right, title and interest in said agreements to the Stockholder.

NOW, THEREFORE, the undersigned for the mutual promises and covenants expressly contained herein, agree as follows:

1. Amendment of Exhibit A. The parties hereby agree that Exhibit A to the Agreement is hereby amended to add and include all right, title and interest of the Company to each of the following agreements, a copy of which is attached to Schedule 1 of this Amendment and each of which shall be deemed to be included in the term "Assets" as contained in the Agreement:

(a) Bonus Plan Agreement, dated August 3, 1999, by and between Kansas Pipeline Company, a Kansas corporation ("KPC") and Howard E. Lubow;

(b) Split Dollar Agreement, dated August 3, 1999, by and between KPC and Howard E. Lubow;

(c) Bonus Plan Agreement, dated October 20, 1999, by and between KPC and Lynette K. Shaw;

(d) Split Dollar Agreement, dated October 20, 1999, by and between KPC and Lynette K. Shaw.

and/or amended to include, making certain to them  
25/07/00/09/0000

07/25/00 TUE 10:23 [TX/RX NO 5828]

ENB 00617

EM001-007097

07/25/00 12:08 FAX 913 599 5645

TINO M MONALDO CHARTERED

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JUL-25-2000 17:11

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0004  
P.03/28

(e) Bonus Plan Agreement, dated October 20, 1999, by and between KPC and Yvette C. Korb;

(f) Split Dollar Agreement, dated October 20, 1999, by and between KPC and Yvette C. Korb;

(g) Bonus Plan Agreement, dated August 3, 1999, by and between KPC and Dennis M. Langley; and

(h) Split Dollar Agreement, dated August 3, 1999, by and between KPC and Dennis M. Langley.

2. Miscellaneous. The parties hereto shall execute and deliver all documents, provide all information and take or refrain from taking any action as may be necessary or appropriate to achieve the purposes of this Amendment. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns. Except as amended herein, the terms and provisions of the Agreement including all representations and warranties shall remain in full force an effect as if the parties hereto had never executed this Amendment. This Amendment may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Amendment immediately upon affixing its signature hereto, independently of the signature of any other party..

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2

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07/25/00 TUE 10:23 [TX/RX NO 5828]

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TINO M MONALDO CHARTERED

JUL-25-2000 08:27

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P.04/08

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**COMPANY:**

K-Pipe Group, Inc., d/b/a  
The Bishop Group, Ltd.

By: Larry J. Austin  
Name: Larry J. Austin  
Title: President

**STOCKHOLDER:**

Dennis M. Langley  
Dennis M. Langley on behalf of  
himself and as Voting Trustee of all  
of the shares of the Bishop Group, Ltd,  
as of October 24, 1999 pursuant to that  
Voting Trust Agreement dated June 2, 1996,  
as amended

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P.05/08

## SCHEDULE 1

## Agreements

- (a) Bonus Plan Agreement, dated August 3, 1999, by and between Kansas Pipeline Company, a Kansas corporation ("KPC") and Howard E. Lubow;
- (b) Split Dollar Agreement, dated August 3, 1999, by and between KPC and Howard E. Lubow;
- (c) Bonus Plan Agreement, dated October 20, 1999, by and between KPC and Lynette K. Shaw;
- (d) Split Dollar Agreement, dated October 20, 1999, by and between KPC and Lynette K. Shaw;
- (e) Bonus Plan Agreement, dated October 20, 1999, by and between KPC and Yvette C. Korb;
- (f) Split Dollar Agreement, dated October 20, 1999, by and between KPC and Yvette C. Korb;
- (g) Bonus Plan Agreement, dated August 3, 1999, by and between KPC and Dennis M. Langley; and
- (h) Split Dollar Agreement, dated August 3, 1999, by and between KPC and Dennis M. Langley.

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07/25/00 TUE 10:23 [TX/RX NO 58281]

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07/25/00 12:09 FAX 913 599 5845

TINO M MONALDO CHARTERED

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JUL-25-2000 09:27

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P.06/08

**CONSENT TO AMENDMENT**

Each of the undersigned does hereby consent to the assignment of those agreements assigned by The Bishop Group, Ltd. n/k/a K-Pipe Group, Inc., in that certain Amendment (the "Amendment"), dated the date hereof, by and between The Bishop Group, Ltd., n/k/a K-Pipe Group, Inc., and Dennis M. Langley on behalf of himself as Voting Trustee of all of said shares pursuant to that Voting Trust Agreement dated June 2, 1986, as amended, to that certain Stock Redemption Agreement by and between said parties, dated October 24, 1999, and by such consent does hereby irrevocably assign, transfer, sell, deliver and convey unto The Bishop Group, Ltd., n/k/a K-Pipe Group, Inc., its successors and assigns all of their respective right, title and interest, in and to the agreements listed on Schedule 1 to the Amendment free and clear of any lien, charge, claim or encumbrance created or placed on said contracts after November 8, 2000.

K-Pipe Merger Corporation, a Delaware  
corporation

By: Lawrence J. AustinName: Lawrence J. AustinTitle: President**[SIGNATURES CONTINUED ON NEXT PAGE]**

KPMG-0000000001

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07/25/00 TUE 10:23 [TX/RX NO 5828]

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P.07/08

Mar-Gas-Co Partnership, an Oklahoma general partnership

By: Its Partners

~~Midwest~~ Kansas General Partner, Inc

By: [Signature]

Name: Richard Robert

Title: Partner

Kansas Pipeline Company, a Kansas general partnership

By: Its Partners  
~~Midwest~~ Kansas General Partner, Inc.

By: [Signature]

Name: Richard Robert

Title: Partner

Synergy Pipeline Company, L.P., a Kansas limited partnership

By: Its Partners

Bishop Pipeline Company, as a general and limited partner of Synergy Pipeline Company, L.P.

By: [Signature]

Name: Larry J. Austin

Title: President

KCM100CS432229T

6

ENB 00622

07/25/00 TUE 10:23 [TX/RX NO 5828]

EM001-007102



07/25/00 12:09 FAX 913 599 5645

TINO M MONALDO CHARTERED

0009

P.08/08

JUL-25-2000 08:28

LEBOEUF LAMB SF

Bishop Gas Transmission Company, as limited  
partner of Synergy Pipeline Company, L.P.

By: Larry J. Austin  
Name: Larry J. Austin  
Title: President

Bishop Pipeline Company, a Kansas corporation

By: Larry J. Austin  
Name: Larry J. Austin  
Title: President

Bishop Gas Transmission Company, a Kansas  
corporation

By: Larry J. Austin  
Name: Larry J. Austin  
Title: President

ECOLDOCS/433673.01

7

ENB 00623

TOTAL P.09

TOTAL P.08

07/25/00 TUE 10:23 [TX/RX NO 5828]

EM001-007103

07/25/00 12:08 FAX 913 599 5645

TINO M MONALDO CHARTERED

001

**TINO M. MONALDO**

8325 Lenexa Drive, Suite 400  
Lenexa, KS 66214  
(913) 888-4354  
(913) 599-5645 - Fax

TELECOPIER TRANSMITTAL SHEET

**-- PRIVILEGED AND CONFIDENTIAL --**

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THIS TRANSMISSION CONSISTS OF 9 PAGES, INCLUDING THIS COVER SHEET. PLEASE DELIVER TO RECIPIENT IMMEDIATELY.

TO: CHRIS KATTSON

FROM: TINO MONALDO

FAX NUMBER: 713 653 - 0923

DATE: 7/25/00

MESSAGE:

THANKS FOR YOUR HELP.

ENB 00624

07/25/00 12:08 FAX 913 599 5645

TINO M MONALDO CHARTERED

002

JUL-25-2000 08:26

LEBOEUF LAMB SF

P.01/08

FAX TRANSMISSION

LEBOEUF, LAMB, GREENE &amp; MACRAE, L.L.P.

LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE EMBARCADERO CENTER

SAN FRANCISCO, CA 94111

TELEPHONE: (415) 951-1100

FAX: (415) 951-1180

IF ANY TRANSMISSION PROBLEMS: (415) 951-1100

From: Cynthia M. Morelli

Date: 7/25/00

ID#: 3423

Page: 1 of 8

If you have any questions regarding this transmission, please contact:  
Serena Chobanian at 415-951-1131.

To:	Fax Number	Confirming Telephone Number	Client/Matter Number
Tino Monaldo	913-599-5645	913-495-6237	05211-482

Comments/Message:

ENB 00625

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07/25/00 TUE 10:23 [TX/RX NO 5828]

EM001-007105

**STOCK REDEMPTION AGREEMENT**

THIS AGREEMENT (herein "Agreement") made this 24<sup>th</sup> day of October, 1999, by and between The Bishop Group, Ltd., a Kansas corporation (hereafter the "Company") and Dennis M. Langley on behalf of himself and as Voting Trustee of all of said shares pursuant to that Voting Trust Agreement dated June 2, 1986, as amended (hereafter the "Stockholder").

WHEREAS, Stockholder owns 161,733.2625 shares of the issued and outstanding common stock of the Company; and

WHEREAS, the Company desires to redeem certain shares of the common stock of Company owned by the Stockholder, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the transaction is one in a series of transactions that ultimately will result in the Stockholder ultimately disposing of 100% of his stock of the Company and this Agreement would not be entered into but for the Stock Purchase Agreement whereby Stockholder will dispose of all the remainder of his stock of the Company.

NOW, THEREFORE, the undersigned for the mutual promises and covenants expressly contained herein, agree as follows:

1. **SALE OF STOCK.** Stockholder shall assign, sell and transfer to Company 13,005.2625 shares of common stock of the Company (the "Shares").

2. **PURCHASE PRICE.** In consideration for the Shares, Company agrees to transfer all of Company's right, title and interest in and to the assets set forth on Exhibit A hereto to the Stockholder (the "Assets"). The agreed upon values for the Assets are set forth on Exhibit A.

3. **REPRESENTATIONS.**

A. **Representations of Company.** Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas. Company has the power to execute and deliver this Agreement and to carry out the transactions hereunder contemplated.

B. **Stockholder's Representations.** Stockholder represents that he is the owner, beneficially and of record, and that he is transferring the Shares hereunder and clear of any liens, claims or encumbrances.

4. **COVENANTS.** Company agrees to deliver to Stockholder all books, records, surveys, data, documents, files and all other information relating to the Assets of

ENB 00626

Company's business or its properties or assets stored on any electronic media, including computers.

5. **CLOSING.** The transfer and exchange provided for in this Agreement (the "Closing") shall take place at the offices of Bryan Cave, 3500 One Kansas City Place, 1200 Main Street, Kansas City, Missouri, commencing at 10:00 a.m. on 11/5, 1999, or on such other date or such other place as the parties may mutually agree (such date is called the "Closing Date"). At the Closing:

- A. Company shall transfer to Stockholder the Assets.
- B. Stockholder shall transfer to Company the Shares duly endorsed for transfer.

6. **SUCCESSORS AND ASSIGNS.** Neither party shall assign its rights under this Agreement or the attachments hereto without the prior written consent of the other.

7. **MODIFICATIONS AND AMENDMENTS.** Any changes in the provisions of this Agreement made subsequent to its execution shall be made by formal, written and executed amendments. It is stipulated that oral modifications and amendments hereto shall not be binding and that no evidence of oral amendments or modifications shall be admissible during arbitration or adjudication.

8. **AGREEMENT SUBJECT TO LAWS.** If any provision of this Agreement or the application thereof to any party or any circumstance shall be found to be contrary to, or inconsistent with or unenforceable under any law, rule, regulation or order, the latter shall control and this Agreement shall be deemed modified accordingly, but the remainder of this Agreement and the application of such provisions to the other parties or circumstances shall not be affected thereby, and in all other respects this Agreement shall continue in full force and effect.

9. **COSTS.** If any legal action or other proceeding is brought for the enforcement or interpretation of any of the rights or provisions of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

10. **AGREEMENT GOVERNED BY THE LAWS OF KANSAS.** This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws pertaining to choice or conflict of laws, of the State of Kansas.

11. **ADDITIONAL DOCUMENTS.** At Closing, Company shall execute, acknowledge and deliver or cause to be delivered to Stockholder a bill of sale and such other assignments and other instruments of transfer and conveyance, in form and substance reasonably satisfactory to Stockholder, and take such other action as Stockholder shall reasonably deem to be necessary or desirable to vest in Stockholder all right, title and interest in and to the Assets.

12. **WAIVER.** Each party reserves the right to waive, in whole or in part, any provision hereof which is for the benefit of that party, and such waiver shall not be construed as creating a course of conduct which prevents it from refusing to waive other provisions and/or the same provisions thereafter.

13. **ENTIRE AGREEMENT.** This Agreement cancels, merges and supersedes all prior and contemporaneous understandings and agreements relating to the subject matter of this Agreement, written or oral, between the parties hereto and contains the entire agreement of the parties hereto, and the parties hereto have no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein. This Agreement shall not be amended, modified or supplemented in any manner whatsoever except as otherwise provided herein or in writing signed by each of the parties hereto.

14. **USE OF ASSETS.** To the extent any of the Assets being transferred hereunder are office furniture, equipment or the like and located at property leased by Company, Company shall maintain use and possession of such assets and shall fully insure them at their current level of insurance. Company shall redeliver possession of such Assets to Stockholder at their present location or at such other location as to which the Stockholder and the Company may mutually agree upon no later than September 30, 2000. During Company's possession and use of such Assets, Company shall cause such Assets not to waste and shall maintain them in reasonable working condition, normal wear and tear accepted. Company shall not remove any such Assets from their current location without the express prior written consent of Stockholder. Company will pay all personal property taxes related to such Assets while such Assets are in the possession of Company.

15. **FURTHER ASSURANCES.** The parties hereby acknowledge that the transfer of the Assets will likely not be complete as of the date hereof and as a result, Company hereby agrees to execute, acknowledge and deliver, and cause each of Bishop Gas Transmission Company, a Kansas corporation, Synergy Pipeline Company, L.P., a Kansas limited partnership, Kansas Pipeline Company, a Kansas general partnership, and MarGasCo Partnership, an Oklahoma general partnership (collectively, the "Affiliates"), to execute, acknowledge and deliver, at Stockholder's sole expense, any further writings, documents, transfers, acknowledgments, instruments, powers of attorney, authorizations, filings, applications, reports, etc. that Stockholder shall reasonably deem to be necessary to vest in Stockholder all right, title and interest in and to the Assets and to take such further actions that Stockholder shall reasonably deem to be necessary to fulfill

Company's obligations set forth herein. Should the Company or any of the Affiliates fail to take any action required by this Section, the parties hereto recognize that Stockholder will be entitled to cause a court to order specific performance and require the Company or such Affiliate to take this required action and the Company and the Affiliates agree not to oppose a specific performance order (once the court determines that a requested action is required by this Agreement).

16. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be in an original, but all of which shall be deemed to constitute one instrument. This Agreement or any document executed in connection herewith shall be binding upon such signator party, if said signature is delivered by telecopier or other like transmission.

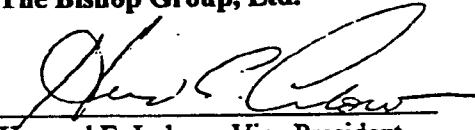
17. **SEVERABILITY.** Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first written above, or consent to the terms hereof, as if executed on such date.

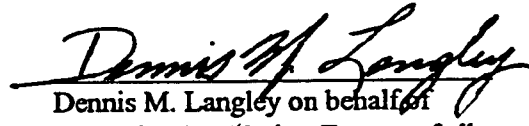
**COMPANY:**

**The Bishop Group, Ltd.**

By:

  
Howard E. Lubow, Vice President

**STOCKHOLDER:**

  
Dennis M. Langley on behalf of  
himself and as Voting Trustee of all  
of said shares pursuant to that Voting  
Trust Agreement dated June 2, 1986,  
as amended



**EXHIBIT A**

<b>Asset</b>	<b>VIN</b>	<b>Fair Market Value</b>
1. Reno County, Kansas Real Estate		\$15,580
2. Johnson County, Kansas Real Estate		\$702,000
3. New Mexico ROW's		\$600,000
4. Common Stock of E&C Group, Inc.		-
5. Common Stock of The Bishop Corporation		-
6. Bishop Rink Holdings, LLC Interests		\$657,208
7. KP Operating Company, LLC Interests		\$1,023,397
8. BMA Whole Life Policy		\$14,000
BMA Term Policy #40056777		\$2,607
BMA Whole Life Policy #40056776 (DML Owned)		\$14,000
9. DML Promissory Note to BGL		\$310,147
10. Available Cash of BGL et al		\$6,200,000
11. Cessna 421-BGL		\$188,768
12. MRG, Ltd. Project Development Agreement		-
13. Administrative Office Furniture & Fixtures		
Furniture/Fixtures:		
8325 Lenexa Dr.-Furniture & Fixtures		\$150,000
5225 Renner-Furniture/Fixtures		\$126,403
Computers/Office Equipment:		
8325 Lenexa Dr.-Furniture/Fixtures		\$80,000
5225 Renner-Furniture/Fixtures		\$40,000
Vehicles:		
1997 Lexus LS400-Dennis	JT8BH28F0V0074224	\$29,245
1988 Jaguar XJ6 - Dennis	SAJHV164XJC524116	\$2,515
1999 F-150 Lariat - Eve	1FTRX18L4XKB52918	\$14,530
1997 Ford F-150 Pickup	1FMDU34E0VUB02133	\$10,540
1995 Olds. Aurora - Lyn	1G3GR62CXS4134802	\$6,095
1995 F-250 - Diesel Tank	1FXTHX26H85SKB0603	\$6,215
1991 Lexus ES 250-Pool Vehicle	JT8VVT1MO135776	\$3,840
2000 Lincoln LS - Yvette	1LNHM8655YY755412	\$26,000
1997 Explorer XLT - JShaffer	1FMDU340VUB02133	\$13,570
1995 Chevy Blazer - JBullimore	1GNDDT13W9SK179300	\$6,930
1995 Chevy Lumina - Vince	2G1WL5M9S9283949	\$3,475
1990 Blair 20 ft 4GTNFB Nooseneck Trailer	1B9GDFK54L1072016	\$400
Power Equipment:		
Bobcat - Excavator w/2 buckets	512916677	\$30,000

KC01DOCS/456007.01

ENB 00631

EM001-007111

Bobcat - Skid Steer	514112585	\$15,500
Case 580 Rubber Tired Backhoe		\$6,000
Log Splitter		\$750
All-Terrain Vehicle - 1998 Purchase		\$4,500
All-Terrain Vehicle - 1999 Purchase	478TE2244Y4105504	\$6,437
Lincoln ArcWelder, Model SA200F163		\$1,500
Pacer Pump Model w/Briggs & Stratton		\$500
Goodal Electric Parts Washer		\$500
14. Kansas City Chiefs/Royals season tickets		\$800
15. Legal Claims		-
<b>TOTAL</b>		<b>\$10,313,952</b>

KC01DOCS/456007.01

ENB 00632

EM001-007112

ENB 00633



ENB 00634

ENB 00635



INCORPORATED UNDER THE LAWS OF THE STATE OF KANSAS

# THE BISHOP CORPORATION

The Corporation is authorized to issue 10,000 Shares — Without Par Value

This Certificate that

Two Hundred Sixty (260)

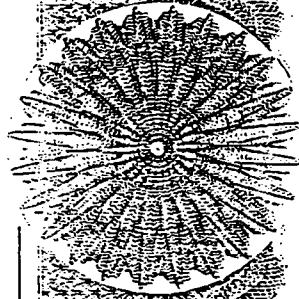
is the owner of  
fully paid and  
non-assessable Shares of the above Corporation transferable only on the  
books of the Corporation by the holder hereof in person or by duly authorized  
Attorney upon surrender of this Certificate properly endorsed.

E &amp; C Group, Inc.

Now Witness Whereof, the said Corporation has caused this Certificate to be signed  
by its duly authorized officers and to be sealed with the Seal of the Corporation.

Dated February 15, 1993

WILL CONNOR, JR.  
TREASURER



EXCELSIOR LEGAL INC. Box 5883, ARLINGTON, TX 76011

ENB 00636

ENB 00637



**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Agreement") is entered into this 5<sup>th</sup> day of November, 1999, by and between The Bishop Group, Ltd. ("Bishop") and Earth, Energy & Environmental, LLC ("Company").

**WHEREAS**, effective July 30, 1998, Bishop entered into a Pueblo of Isleta Easement Agreement with the Pueblo of Isleta, a federally recognized Indian Tribe (the "Pueblo") with Exhibits and attachments thereto, as amended, (collectively the "Easement");

**WHEREAS**, Company and Bishop are currently both solely owned, directly or indirectly, by Dennis M. Langley;

**WHEREAS**, Company desires to take assignment of and assume the rights, duties and obligations of the Easement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows:

1. **Assignment and Assumption.** Bishop does hereby assign to Company and Company does hereby unconditionally accept, all of Bishop's rights, interests, duties and obligations of any kind arising under that certain Easement to the Pueblo. Company and Bishop shall notify the Pueblo upon the execution of this Assignment and shall file all necessary notices with any applicable federal or state agency(ies), where required. This Assignment shall not be construed as a change or modification of the Easement other than to substitute Company for Bishop.
2. **Affiliated Entity.** Company and Bishop stipulate and agree that as of the date first written above, Company is an entity described in Section 14 of the Easement to which Bishop is allowed to assign the Easement without the Pueblo's Consent because Company is an Affiliate of Bishop in that Dennis M. Langley owns, directly or indirectly 100% of Company and also as of the date first written above also owns 100% of Bishop. This assignment is intended to meet the conditions of Section 14 of the Easement allowing an assignment without consent.
3. **Amendments.** Except as otherwise provided for herein, any changes in the provisions of this Agreement made subsequent to its execution shall be made by formal, written and mutually executed amendments. It is stipulated that oral modifications and amendments hereto or other parole evidence shall not be binding and that no evidence of oral amendments or modifications shall be admissible during arbitration or other adjudication.
4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be in an original, but all of which shall be deemed to constitute one instrument. This Agreement or any document executed in connection herewith shall be binding upon such signator party, if said signature is delivered by telecopier or other like transmission.



5. **Further Assurances.** The parties hereby agree to execute, acknowledge and deliver to each other any further writings, documents, transfers, acknowledgments, instruments, powers of attorney, authorizations, filings, applications, reports, etc. that may be reasonably required to give full force and effect to the provisions of this Agreement, and to take such further actions reasonably required in fulfillment of obligations set forth herein or in furtherance of the intent hereof.

In Witness Whereof, the parties hereto have caused this Assignment to be executed as of the date first written above.

THE BISHOP GROUP, LTD.

By: Dennis M. Langley  
Dennis M. Langley, President

EARTH, ENERGY & ENVIRONMENTAL, LLC

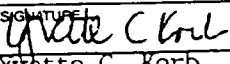
By: Dennis M. Langley  
Dennis M. Langley, President

ENB 00640

16

U.S. GOVERNMENT PRINTING OFFICE: 1995-669-294

FORM APPROVED  
OMB No. 2120-0042

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-WAKE MEADOWS AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			CERT. ISSUE DATE  FOR FAA USE ONLY
UNITED STATES REGISTRATION NUMBER <b>N42BG</b>			
AIRCRAFT MANUFACTURER & MODEL <b>1973 Cessna Golden Eagle 421B</b>			
AIRCRAFT SERIAL No. <b>421B0385</b>			
TYPE OF REGISTRATION (Check one box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-owner <input type="checkbox"/> 5. Govt. <input type="checkbox"/> 6. Non-Citizen Corporation			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)  <div style="text-align: center;">Management Resources Group, LLC</div>			
TELEPHONE NUMBER: <b>605, 355-9746</b>			
ADDRESS (Permanent mailing address for first applicant listed.) <div style="text-align: center;">13137 Thunderhead Falls Lane</div>			
Number and street: _____			
Rural Route: _____		P.O. Box: _____	
CITY <div style="text-align: center;">Rapid City</div>	STATE <div style="text-align: center;">South Dakota</div>	ZIP CODE <div style="text-align: center;">57702</div>	
<input type="checkbox"/> <b>CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS</b> <b>ATTENTION! Read the following statement before signing this application.</b> <b>This portion MUST be completed.</b> A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
<b>CERTIFICATION</b>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States. (For voting trust, give name of trustee: _____), or:			
CHECK ONE AS APPROPRIATE:			
a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. <input type="checkbox"/> A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at: _____			
(2) That the aircraft is not registered under the laws of any foreign country; and (3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE  Yvette C. Korb	TITLE Vice-President, Management Resources Group, LLC	DATE 10-29-99
	SIGNATURE	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

AC Form 8050-1 (12-90) (0052-00-628-9007) Supersedes Previous Edition

ENB 00641

EM001-007121

CONVEYANCE AND TRANSFER

Effective this 29<sup>th</sup> day of October, 1999, The Bishop Group, Ltd. ("BGL"), 8325 Lenexa, Drive, Lenexa, KS 66214, for One dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant, convey, transfer and assign to Gaelic Wings Aviation, LLC, 13137 Thunderhead Falls Lane, Rapid City, SD 57702, all of BGL's rights, title and interest in and to the below-described aircraft. This Conveyance and Transfer is made and executed and the transfer hereby is made without representation or warranty of any kind, express or implied, and "As Is, Where Is and With All Faults".

The description of the subject aircraft is as follows:

1973 Cessna Golden Eagle 421B

Registration No. N42BG

Serial No. 421BO385

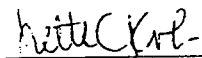
THE BISHOP GROUP, LTD.

By: 

Name: HOWARD E. LUBOW

Title: VICE PRESIDENT

ATTEST:



Name: Yvette C. Korb

Title: Secretary

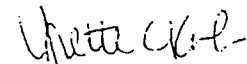
GAELIC WINGS AVIATION, LLC

By: 

Name: Dennis M. Langley

Title: President

ATTEST:



Name: Yvette C. Korb

Title: Secretary

KC01DOCS/455993.01

ENB 00642

EM001-007122

\*U.S.GPO:1999-769-500

FORM APPROVED  
OMB NO. 2120-0042

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION  
**AIRCRAFT BILL OF SALE**

FOR AND IN CONSIDERATION OF \$1.00 THE  
UNDERSIGNED OWNER(S) OF THE FULL LEGAL  
AND BENEFICIAL TITLE OF THE AIRCRAFT DES-  
CRIBED AS FOLLOWS:

UNITED STATES  
REGISTRATION NUMBER **N42BG**

AIRCRAFT MANUFACTURER & MODEL  
**1973 Cessna Golden Eagle 421B**

AIRCRAFT SERIAL No. **421B0385**

DOES THIS **29th** DAY OF **October** 1999  
HEREBY SELL, GRANT, TRANSFER AND  
DELIVER ALL RIGHTS, TITLE, AND INTERESTS  
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block  
FOR FAA USE ONLY

**PURCHASER**

NAME AND ADDRESS  
(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)

Management Resources Group, LLC  
13137 Thunderhead Falls Lane  
Rapid City, SD 57702

DEALER CERTIFICATE NUMBER

TO TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD  
REGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

TESTIMONY WHEREOF HAVE SET HAND AND SEAL THIS **29th** DAY OF **Oct** 1999

	NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
<b>SELLER</b>	The Bishop Group, Ltd.	<i>Yvette C. Korb</i> Yvette C. Korb	Vice President

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING HOWEVER MAY BE REQUIRED  
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT)

ORIGINAL: TO FAA

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition

ENB 00643

EM001-007123

ENB 09644

**QUIT-CLAIM DEED**

**THIS INDENTURE**, made this 24<sup>th</sup> day of October, 1999, by and between Synergy Pipeline Company, LP of Johnson County, in the State of Kansas, Grantor, and Dennis M. Langley, an individual, of Johnson County, in the State of Kansas, Grantee.

**WITNESSETH:** THAT SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and Quit-Claim unto the said Grantee, its successors and assigns, that certain real estate, situated in the County of Johnson, and State of Kansas, more particularly described as follows, with the appurtenances, and all the estate, title, and interest of the said Grantor therein:

Tract II described as follows:

The South 50 feet of the East 203.29 feet of the South  $\frac{1}{2}$  of the West  $\frac{3}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5, Township 12 South, Range 24 East, Johnson County, Kansas

Tract III described as follows:

All of the South  $\frac{1}{2}$  of the West  $\frac{3}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5, Township 12, South, Range 24 East, Johnson County, Kansas, being more particularly described as follows: Beginning at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence North 00 degrees 15 minutes 56 seconds West along the West line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 5, 661.55 feet to the Northwest corner of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 5; thence North 89 degrees 22 minutes 32 seconds East along the North line of said South  $\frac{1}{2}$ , 989.95 feet to the Northeast corner of the South  $\frac{1}{2}$  of the West  $\frac{3}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 5; thence South 00 degrees 35 minutes 57 seconds East along the East line of the South  $\frac{1}{2}$  of the West  $\frac{3}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 5; 662.22 feet to the Southeast corner of the South  $\frac{1}{2}$  of the West  $\frac{3}{4}$  of the Northwest  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of said Section 5, thence South 89 degrees 24 minutes 54 seconds West along the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , said line also being the North line of QUIVIRA ESTATES, a subdivision of land in Johnson County, Kansas, 993.80 feet to the point of beginning, subject to that part in Renner Road, EXCEPT Beginning 230 feet West of the Southeast corner of the North  $\frac{1}{2}$  of the West  $\frac{3}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5, Township 12 South, Range 24 East; thence Southerly parallel to the East line of the South  $\frac{1}{4}$  of said West  $\frac{3}{4}$ , 512.0 feet; thence Westerly, parallel to the South line of said South  $\frac{1}{2}$ , 300.00 feet; thence Northerly, parallel to the East line of said South  $\frac{1}{2}$ , 511.86 feet to the North line of said South  $\frac{1}{2}$ ; thence East along said North line to the point of beginning AND the West 155 feet of the North 110 feet of the South  $\frac{1}{2}$  of the West  $\frac{3}{4}$  of the

Northwest ¼ of the Southwest ¼ of said Section 5, Township 12, Range 24.  
ALSO EXCEPT:

The South 50 feet of the East 203.29 feet of the South ½ of the West ¼ of the  
Northwest ¼ of the Southwest ¼ of Section 5, Township 12 South, Range 24  
East.

TO HAVE AND TO HOLD, all and singular, the above-described premises.  
together with the appurtenances, unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and  
year above written.

Syenergy Pipeline Company, LP

By: Bishop Pipeline Company  
its general partner

By: Yvette C. Korb  
Yvette C. Korb, Vice President

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

This instrument was acknowledged before me on October 24, 1999, by  
Yvette C. Korb, Vice President of Bishop Pipeline Company, the general partner of Syenergy  
Pipeline Company, L.P., a Kansas limited partnership.

Dianna L. Wood  
(Signature of notarial officer)  
\_\_\_\_\_  
Title (and Rank)

(Seal, if any)

My appointment expires:

Dianna L. Wood, Notary Public  
State of Kansas  
Commission Expires 11-18-99





**QUIT-CLAIM DEED**

THIS INDENTURE, made this 24<sup>th</sup> day of October, 1999, by and between The Bishop Group, Ltd. of Johnson County, in the State of Kansas, Grantor, and Management Resources Group, LLC of Pennington County, in the State of South Dakota, Grantee.

WITNESSETH: THAT SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and Quit-Claim unto the said Grantee, its successors and assigns, that certain real estate, situated in the County of Reno, and State of Kansas, more particularly described as follows, with the appurtenances, and all the estate, title, and interest of the said Grantor therein:

A tract in the Northwest Quarter (NW/4) of Section 13, Township 23 South, Range 6 West of the 6<sup>th</sup> P.M., described as follows: Commencing at the intersection of the north line of Section 13, Township 23 South, Range 6 West of the 6<sup>th</sup> P.M., and the west line of Washington Street; thence west 260 feet for a place of beginning; thence south 104 feet; thence west parallel with the north line of Section 234.8 feet to a point on the east line of Adams Street that is 139 feet south of the south line of Fourth Avenue West; thence north 29 feet to a point 110 feet south of south line of Fourth Avenue West; thence east parallel with Fourth Avenue 65 feet; thence north 10 feet thence east parallel with Fourth Avenue 50 feet; thence north 100 feet to a point on the south line of Fourth Avenue that is 115 feet east of Adams Street; thence east on the south line of Fourth Avenue 120 feet; thence south 31.2 feet to the place of beginning the same being a part of the Northwest Quarter (NW/4) of Section 13, Township 23 South, Range 6 West of the 6<sup>th</sup> P.M., and part of Reserve #5 of Miller and Smith's Addition to the City of Hutchinson.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances, unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year above written.

The Bishop Group, Ltd.

By: Yvette C. Korb

Yvette C. Korb, Vice President

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

This instrument was acknowledged before me on October 24, 1999 by  
Yvette C. Korb, the Vice President of The Bishop Group, Inc.  
Kansas corporation.

Dianna L. Wood  
(Signature of notarial officer)  
Dianna L. Wood, Notary Public  
Title (and Rank)

(Seal, if any)

My appointment expires:

Dianna L. Wood, Notary Public  
State of Kansas  
My Commission Expires 11-18-99

( ENB 00650

TRANSFER OF THIS CERTIFICATE AND/OR THE MEMBERSHIP INTEREST EVIDENCED THEREBY IS  
SUBJECT TO CERTAIN RESTRICTIONS. SEE LEGEND ON REVERSE SIDE

# CERTIFICATE OF MEMBERSHIP INTEREST KP OPERATING COMPANY, LLC

KNOW ALL MEN BY THESE PRESENTS: Dennis M. Langley is the holder of a 99.9% membership interest in KP Operating Company, LLC, a Kansas limited liability company (the "Company"). The stated capital contribution and proportionate equity interest which such membership interest represents is subject to change and is reflected in the books and records of the Company which are prepared and kept in accordance with the Articles of Organization and Operating Agreement of the Company as may be in force from time to time.

Dated this 5<sup>th</sup> day of November, 1999.

KP Operating Company, LLC

Certificate No. 3

By: Dennis M. Langley  
Dennis M. Langley, President

ENB 00651

EM001-007131

TRANSFER OF THIS CERTIFICATE AND/OR THE MEMBERSHIP INTEREST EVIDENCED THEREBY IS  
SUBJECT TO CERTAIN RESTRICTIONS. SEE LEGEND ON REVERSE SIDE.

**CERTIFICATE OF MEMBERSHIP INTEREST  
KP OPERATING COMPANY, LLC**

KNOW ALL MEN BY THESE PRESENTS: The Langley Group, Ltd. is the holder of a  
.1% membership interest in KP Operating Company, LLC, a Kansas limited liability company (the  
"Company"). The stated capital contribution and proportionate equity interest which such membership  
interest represents is subject to change and is reflected in the books and records of the Company which  
are prepared and kept in accordance with the Articles of Organization and Operating Agreement of the  
Company as may be in force from time to time.

Dated this 5<sup>th</sup> day of November, 1999.

KP Operating Company, LLC

Certificate No. 4

By: Dennis M. Langley  
Dennis M. Langley, President

ENB 00652



**ASSIGNMENT OF INTEREST IN KP OPERATING COMPANY, LLC**

This Assignment of Limited Liability Company Interest, is made and entered into as of the 5th day of November, 1999, by and between Dennis M. Langley (the "Original Member") and The Langley Group, Ltd. (the "Additional Member").

WHEREAS, the Original Member owns a .1% limited liability company interest in KP Operating Company, LLC, a Kansas limited liability company (the "Company") pursuant to that certain Operating Agreement (the "Operating Agreement") dated as of March 18, 1999; and

WHEREAS, the Original Member desires to transfer and the Additional Member desires to accept from the Original Member a non-cash transfer of the .1% limited liability company interest in the Company;

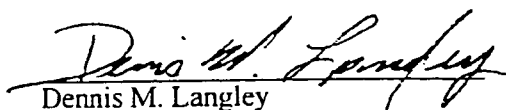
NOW, THEREFORE, in consideration of the promises and in conjunction with and in furtherance of making such transfer, the Original Member does by these presents, transfer, remise, release, assign and forever quit-claim to the Additional Member and its successors and assigns, the Original Member's respective right, title and interest as a Member in the .1% limited liability company interest of the Company, without warranty, express or implied. The Additional Member hereby accepts the Original Member's transfer and assignment of the Original Member's right, title and interest of the .1% limited liability company interest of the Original Member's interest in the Company and the Additional Member and the Original Member agree and acknowledge that all such rights, title and interest is subject to the Operating Agreement.

This instrument may be executed by two parties hereto at different times and in any number of originals of counterparts, and when taken together shall constitute only one instrument.

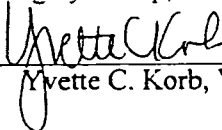
IN WITNESS WHEREOF, the Original Member and the Additional Member have executed these presents the day and year first above written.

ORIGINAL MEMBER

ADDITIONAL MEMBER

  
Dennis M. Langley

The Langley Group, Ltd.

By:   
Yvette C. Korb, Vice President



**ASSIGNMENT OF INTEREST IN KP OPERATING COMPANY, LLC**

This Assignment of Limited Liability Company Interest, is made and entered into as of the 5<sup>th</sup> day of November, 1999, by and between The Bishop Group, Ltd. (the "Original Member") and Dennis M. Langley (the "Additional Member").

WHEREAS, the Original Member owns a 99.9% limited liability company interest in KP Operating Company, LLC, a Kansas limited liability company (the "Company") pursuant to that certain Operating Agreement (the "Operating Agreement") dated as of March 18, 1999; and

WHEREAS, the Original Member desires to transfer and the Additional Member desires to accept from the Original Member a non-cash transfer of the 99.9% limited liability company interest in the Company;

NOW, THEREFORE, in consideration of the promises and in conjunction with and in furtherance of making such transfer, the Original Member does by these presents, transfer, remise, release, assign and forever quit-claim to the Additional Member and its successors and assigns, the Original Member's respective right, title and interest as a Member in the 99.9% limited liability company interest of the Company, without warranty, express or implied. The Additional Member hereby accepts the Original Member's transfer and assignment of the Original Member's right, title and interest of the 99.9% limited liability company interest of the Original Member's interest in the Company and the Additional Member and the Original Member agree and acknowledge that all such rights, title and interest is subject to the Operating Agreement.

This instrument may be executed by two parties hereto at different times and in any number of originals of counterparts, and when taken together shall constitute only one instrument.

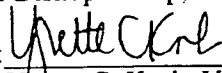
IN WITNESS WHEREOF, the Original Member and the Additional Member have executed these presents the day and year first above written.

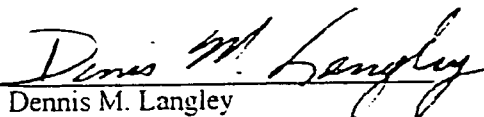
ORIGINAL MEMBER

ADDITIONAL MEMBER

The Bishop Group, Ltd.

By:

  
Yvette C. Korb, Vice President

  
Dennis M. Langley

ENB 00656

TRANSFER OF THIS CERTIFICATE AND/OR THE MEMBERSHIP INTEREST EVIDENCED THEREBY IS  
SUBJECT TO CERTAIN RESTRICTIONS. SEE LEGEND ON REVERSE SIDE

# **CERTIFICATE OF MEMBERSHIP INTEREST** **BISHOP RINK HOLDINGS, LLC**

KNOW ALL MEN BY THESE PRESENTS: Dennis M. Langley is the holder of a 99.9% membership interest in Bishop Rink Holdings, LLC, a Kansas limited liability company (the "Company"). The stated capital contribution and proportionate equity interest which such membership interest represents is subject to change and is reflected in the books and records of the Company which are prepared and kept in accordance with the Articles of Organization and Operating Agreement of the Company as may be in force from time to time.

Dated this 5<sup>th</sup> day of November, 1999.

Bishop Rink Holdings, LLC

Certificate No. 3

By: Dennis M. Langley  
Dennis M. Langley, President

UNITED STATES

ENB 00657

EM001-007137

TRANSFER OF THIS CERTIFICATE AND/OR THE MEMBERSHIP INTEREST EVIDENCED THEREBY IS  
SUBJECT TO CERTAIN RESTRICTIONS. SEE LEGEND ON REVERSE SIDE

# CERTIFICATE OF MEMBERSHIP INTEREST BISHOP RINK HOLDINGS, LLC

KNOW ALL MEN BY THESE PRESENTS: The Langley Group, Ltd. is the holder of a .1% membership interest in Bishop Rink Holdings, LLC, a Kansas limited liability company (the "Company"). The stated capital contribution and proportionate equity interest which such membership interest represents is subject to change and is reflected in the books and records of the Company which are prepared and kept in accordance with the Articles of Organization and Operating Agreement of the Company as may be in force from time to time.

Dated this 5<sup>th</sup> day of November, 1999.

Bishop Rink Holdings, LLC

Certificate No. 4

By: Dennis M. Langley  
Dennis M. Langley, President

ENB 00658